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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LISA MARTINI and ISIAH MA, as
individuals, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

SAN FERNANDO VALLEY COMMUNITY
MENTAL HEALTH CENTER,
INCORPORATED, a California corporation;
SAN FERNANDO VALLEY COMMUNITY
HEALTH, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV00900

**DECLARATION OF AIDIN GHAVIMI, ESQ.
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: March 20, 2024

Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle

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1 of negotiations, and several weeks of subsequent negotiations with the assistance of Judge West, the
2 parties achieved a tentative settlement, pursuant to Judge West's recommendation.

3 8. I began work on this case on November 2, 2022. Prior to commencing this lawsuit, I
4 investigated the factual and legal issues, Defendants' business, and its operations and employment
5 policies, practices, and procedures. During the litigation, I interviewed and obtained information from
6 Plaintiff, reviewed and analyzed her wage statements, time sheets and the employee handbook,
7 conducted legal research, drafted, revised and evaluated PAGA penalty models in excel, met and
8 conferred with Defendants' counsel over issues relating to the pleadings, discovery, and settlement,
9 prepared for and attended hearings, drafted, reviewed, and revised pleadings, and engaged in extensive
10 settlement negotiations. I estimate I spent over 50 hours prosecuting this action.

11 9. The representation has been wholly contingent, and I took on this matter without knowing
12 whether any recovery would be obtained. I bore all of the risks and costs of litigation. Considering the
13 amount of fees requested, work performed, risks incurred, results obtained, and my experience in
14 handling similar matters (outlined below), I request that attorneys' fees be awarded in the amount
15 sought.

16 10. I have been a partner at Starpoint, LC since April 2018. My work includes representing
17 employees in individual and representative wage and hour claims. I currently manage a caseload of over
18 one hundred (100) active individual and representative wage and hour cases. The following is a non-
19 exhaustive list of cases in which I served as lead Class/PAGA counsel: *Romeo Kenshishyan v. Gerhardt*
20 *Gear Co. Inc., et al.*, Case Number 21STCV32007, California Superior Court, Los Angeles County;
21 *Gordon Thomas v. Poulin Ventures LLC, et al.*, Case Number 37-2021-00044661-CU-OE-CTL,
22 California Superior Court, San Diego County; *Ebonee Chambers v. Action Youth America, LLC, et al.*,
23 Case Number 21STCV41422, California Superior Court, Los Angeles County; *Maria Perez v. Brush*
24 *Research Manufacturing Co., Inc., et al.*, Case Number 34-2021-00311953, California Superior Court,
25 Sacramento County; *Luis Saavedra v. Lehigh Southwest Cement Company, et al.*, Case Number BCV-
26 21-102191, California Superior Court, Sacramento County; *Mauran v. Global Alliance Protection*,
27 Case Number 23STCV25411, California Superior Court, Los Angeles County; *Anthony Yun v. Kinney*

1 & Company, et al, Case Number 21AHCV00147, California Superior Court, Los Angeles County; *Del*
2 *Rio v. Golden West Security, Inc.*, Case Number 23STCV20214, California Superior Court, Los
3 Angeles County; *Deatrice Stallworth v. Devoted Homecare, et al.*, Case Number 22PSCV00418,
4 California Superior Court, Los Angeles County; *Corrinne Specter v. CSS Payroll Co. L.P., et al.*, Case
5 Number 22STCV13634, California Superior Court, Los Angeles County.

6 11. I am familiar with the market for legal services in Southern California, including
7 reasonable hourly rates for attorneys in the greater Los Angeles area. My customary hourly billing rate
8 is \$425.00, which I believe is reasonable based on my training and experience.

9 12. My office advanced \$1,066.32 in litigation costs on this PAGA matter to date. Attached
10 hereto as **Exhibit B** is a true and correct copy of my firm's expense ledger for this matter.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 9th day of February 2024, at Sherman Oaks, California.

14
15 By:  _____

16 Aidin Ghavimi
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EXHIBIT A

March 24, 2023

Via Online Submission to the LWDA

Copies Sent Via Certified Mail to:

San Fernando Valley Community Mental Health
Center, Incorporated
16360 Roscoe Blvd., 2nd Floor
Van Nuys, CA 91406

Re: *Isaiah Ma v. San Fernando Valley Community Mental Health Center, Inc., et al.*

Dear Labor and Workforce Development Agency,

This office represents Isaiah Ma (“Plaintiff”), a former California employee of San Fernando Valley Community Mental Health Center, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.*

Plaintiff was employed by Defendant in California as a non-exempt hourly-paid employee. Herein we set forth the facts and theories of violations of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198, which we allege Defendant engaged in with respect to Plaintiff’s employment, as well as the employment of all other employees employed by Defendant in California (“aggrieved employees”).

Defendant failed to pay all wages (including minimum and overtime wages) to Plaintiff and other aggrieved employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and other aggrieved employees for the hours they worked. More specifically, Defendant (i) implemented a uniform and unlawful policy of requiring, pressuring and compelling Plaintiff and other aggrieved employees to manually record on handwritten timesheets and/or sign pre-printed timesheets reflecting their shift schedule instead of all hours actually worked; (ii) pressuring the Plaintiff and other aggrieved employees to work off-the-clock due to the demands of the job; and (iii) by failing to record and compensate all hours worked by Plaintiff and other aggrieved employees at their appropriate rates of pay.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Defendants auto-deducted time for meal periods, whether or not the employee actually took meal breaks. Plaintiff and other aggrieved employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5 hours, or a

second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 10 hours but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted meal period.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved employees were routinely unable, and not authorized, to take 10-minute uninterrupted rest periods for every 4 hours worked or major fraction thereof but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted rest period.

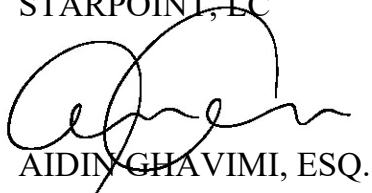
Defendant failed to issue Plaintiff and other aggrieved employees wage statements that fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of Labor Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other aggrieved employees received wage statements that failed to accurately state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The wage statements received also did not accurately reflect the hours worked due to certain shifts falling in between multiple wage statements.

Defendant further failed to pay Plaintiff and other aggrieved employees all wages due at throughout their employment and at the separation of their employment based on the time frames required by Labor Code Sections 201-204 and 210 as a result of the violations described above.

Thank you. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

STARPOINT, LC

A handwritten signature in black ink, appearing to read 'Aidin Ghavimi', is written over the printed name.

AIDIN GHAVIMI, ESQ.

EXHIBIT B

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Courtfees notice of hearing - filing	BILLABLE	1/31/2024	\$7.26	\$7.26	1	MM
Courtfees filing of CMS	BILLABLE	10/31/2023	\$7.26	\$7.26	1	MM
Courtfees filing of notice of case re-assignment	BILLABLE	9/25/2023	\$7.26	\$7.26	1	MM
Courtfees filing of NAR	BILLABLE	7/20/2023	\$7.26	\$7.26	1	MM
Courtfees filing of FAC	BILLABLE	6/29/2023	\$7.26	\$7.26	1	MM
Printing printing of NAR	BILLABLE	6/28/2023	\$0.20	\$8.60	43	MM
Postage return postage envelope - NAR	BILLABLE	6/28/2023	\$0.60	\$0.60	1	MM
Postage mailing of NAR	BILLABLE	6/28/2023	\$2.94	\$2.94	1	MM
Courtfees filing of notice of related cases	BILLABLE	6/28/2023	\$7.26	\$7.26	1	MM
Postage postage for notice of related case	BILLABLE	6/28/2023	\$0.84	\$3.36	4	MM

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Printing printing of notice of related case	BILLABLE	6/28/2023	\$0.20	\$4.00	20	MM
Courtfees filing of complaint	BILLABLE	6/27/2023	\$454.22	\$454.22	1	MM
Postage Postage and Paper	BILLABLE	4/14/2023	\$8.40	\$8.40	1	SG
Courtfees filing of PAGA notice	BILLABLE	3/24/2023	\$75.00	\$75.00	1	MM
Postage records request mailed out	BILLABLE	12/15/2022	\$7.82	\$15.64	2	MS
Administrative Conflict and Business/Background Searches	BILLABLE	11/4/2022	\$450.00	\$450.00	1	MS
				\$1,066.32 USD		